

EXHIBIT E

Time Warner Cable Residential Services Subscriber Agreement In Effect September 2011



Your Subscriber Agreement

Welcome to Time Warner Cable!

Terms of Service

The services that you receive from Time Warner Cable are subject to the terms identified in your Residential Services Subscription Agreement, Work Order, Acceptable Use Policy, this Terms of Service, and any Addendums, as discussed in the Residential Services Subscriber Agreement. These agreements have been provided to you in your Connection Kit and are also available online at <http://help.twcable.com/html/policies.html>

Billing & Payment

We may request that you pre-pay the charges for your first month's service and any installation or equipment fees are payable at the time of installation. Thereafter, we will bill you for your services every month in advance. Charges for additional items, (for instance, pay-per-view movies and events, international and directory assistance calling, additional services and features) will be billed the following billing cycle. Your monthly Time Warner Cable bill will identify your recurring service charges, additional charges and applicable taxes, fees and surcharges. These taxes, fees and surcharges may include, among others, federal and state excise taxes and fees, state and local sales and business taxes and service-specific charges, such as federal and state universal service contributions, E911 support charges and regulatory and franchise fees. You may request from Time Warner Cable a list of applicable fees, taxes and surcharges.

Payment in full for all billed charges, including additional charges and all taxes, fees and surcharges, must be received by the date indicated on your bill to avoid late fees and other charges. Please report any billing errors immediately. In order to receive credit for disputed charges, such charges must be reported within 30 days of the day on which you receive your bill unless otherwise specified under applicable law. A late fee may be assessed upon any outstanding undisputed balance due that remains after the due date appearing on your bill.

Nonpayment of any portion of your Time Warner Cable bill may result in interruption or disconnection of any and all services, including Digital Home Phone services. You are liable for payment for all services rendered by Time Warner Cable and billed to your account. It is your responsibility to mail or make payment in a timely manner to ensure receipt by TWC on or prior to the due date. If you know that your payment will be late, call our Customer Service department so we can make arrangements to avoid service interruption and reconnection fees, or, sign up for PayXpress and pay your bill online.

All equipment, including converters, terminals, remote controls and cable modems provided by Time Warner Cable are the property of Time Warner Cable and must be returned if you move or terminate your service. Your account will be charged a fee for any equipment which is not returned to Time Warner Cable at the time your service is disconnected. This charge also applies should any of the equipment be stolen from your home or returned damaged beyond the normal wear and tear.

"Adult at Home" Policy

Our installers and technicians will not enter your home to perform any work unless a responsible adult is present. We realize this may cause an inconvenience for some of our customers, but this policy is essential to protect you and our employees.

Equipment

Time Warner Cable will repair and/or replace the equipment we use to provide your services at no charge if the repair or replacement is not the result of your negligence, fault, or theft from your home. If you are experiencing problems with your service, contact your local Customer Service office. Customer Service contact information is available online at <http://www.timewarnercable.com> or you may call Customer Service by dialing *611 from your Digital Home Phone. Time Warner Cable does not repair equipment owned by you such as DVD players, telephones and televisions and is only responsible for bringing service to the input of such equipment.

Home Wiring

This notice informs you of your options regarding the home wiring located within your dwelling that is used to provide cable service. Home wiring is that cable which runs from your TV set to a point approximately twelve inches outside of your dwelling unit. It includes extra outlets, splitters, connections and fittings or wall plates attached to the wire but does not include terminal devices such as converters, descramblers,

A/B switches, parental lockout devices, security devices and the like. Pursuant to FCC regulations, all customers are given the option to acquire the home wiring within their dwelling unit upon termination of cable service. However, even prior to termination of cable service, we allow our customers to remove, replace, rearrange, repair or maintain any cable wiring located within the interior space of the customer's dwelling unit so long as such actions do not interfere with our ability to meet FCC technical standards or to provide services to you or your neighbors.

For example, you may not attach any device or equipment to your inside wiring in a way that impairs the integrity of the local cable system, such as creating signal leakage, or which may cause a violation of government regulations. Furthermore, you may not attach devices or equipment to the wiring which alone or together result in a degradation of signal quality to you or your neighbors. If you choose to have us remove, replace, rearrange or maintain the wiring inside your home, you will be charged our regulated hourly service charge on a per visit basis. Furthermore, we are not responsible for problems relating to the operation of customer-owned consumer electronic equipment such as televisions, VCRs, personal computers, home antennas, etc., which may be connected to the inside wiring in your home. We are, however, responsible for problems relating to any equipment which you lease from us, other than problems caused by tampering, neglect or abuse.

You also have the option of removing, repairing, rearranging or maintaining the inside wiring yourself or hiring a qualified outside contractor to do the work for you. It is extremely important that only high quality home wiring materials be used and that these materials be properly installed in order to avoid signal leakage and to maintain signal quality in compliance with FCC technical regulations. If you choose to install, replace or repair your own wiring, or hire a third party contractor to do it for you, we will be happy to furnish at cost the necessary wiring and connectors that will meet required technical standards, or provide you with a list of technical specifications for the equipment should you choose to purchase it elsewhere. Please note, however, that in the event improper materials or improper installation causes signal degradation and/or leakage, we may be required under federal law to terminate your cable service until the problem can be remedied.

Federal Government rules hold us responsible for ensuring that our cable system does not "leak" electronic signals into the air. If you choose to install, replace or repair your own wiring or hire a third party contractor to do it for you, please note that in the event that improper materials or improper installation cause signal degradation and/or leakage, we may be required under federal law to terminate your cable service until the problem can be remedied.

Disconnection

You may request that your services be disconnected at any time. We will schedule a disconnect appointment for you, or you may come to our cable office to return any Time Warner Cable equipment (converter boxes/remote controls/modems). Unless otherwise provided by applicable law, billing for any disconnected services will stop on the date that the service disconnection takes effect and all equipment is returned. If you are enrolled in a Price Lock Guarantee ("PLG") package, you will be subject to an early termination fee if you disconnect your service before the end of your PLG term.

Moving?

If you are moving within our service area, we will be glad to schedule an appointment to install Time Warner Cable services at your new location. Please notify us at least 10 days prior to your move and we'll arrange to transfer your services. Some fees and restrictions may apply. When you transfer your services, your account must be in current standing and any credits and charges from your previous service address will be transferred to your new account address. These credits and charges may take up to two months to appear on your Time Warner Cable bill.

Specific Terms Regarding Digital Home Phone Service

Time Warner Cable offers several different Digital Home Phone Calling Plans. All Digital Home Phone Calling Plans include popular calling features, including Call Waiting, Caller ID, Call Waiting ID, Call Forwarding, Speed Dialing, Three-Way Calling and Anonymous Call Rejection. Voice Mail and special features are available for an extra monthly charge. All rates and fees are subject to change. Current rates are available at <http://www.timewarnercable.com>.

Calling Plans

- Digital Home Phone service allows you to call anyone, anytime, anywhere in the United States, U.S. Territories and Canada as frequently as you like for one simple monthly price, based on the package of services you purchase from Time Warner Cable. If you purchase both High-Speed Internet and Video service, you will pay just \$39.95 per month for Digital Home Phone service. If you purchase only High Speed Internet or Video service, you will pay \$44.95 per month for Digital Home Phone service. If you purchase only Digital Home Phone service, you will pay \$49.95 per month. Additional charges apply for taxes, fees, international calling and calls to directory assistance and operator services. Digital Home Phone may be used to make calls using other long distance providers, calling cards and dial around (10-10-) services.

- Digital Home Phone Unlimited allows you to call anyone, anytime, anywhere within as frequently as you like for one simple monthly price, based on the package of services you get from Time Warner Cable. If you purchase both High-Speed Internet and Video service, you will pay just \$29.95 per month for Digital Home Phone Unlimited service. If you purchase either High Speed Internet or Video service, you will pay \$34.95 per month for Digital Home Phone Unlimited. Customers who purchase only Digital Home Phone Unlimited will pay \$39.95 per month. The rate for long distance calls to all other states nationwide and US territories is \$.05 per minute. Additional charges apply for taxes, fees, international calling and directory assistance and operator services calls. Digital Home Phone Unlimited may be used to make calls using other long distance providers, calling cards and dial around (10-10-) services.
- Digital Home Phone Unlimited Local allows you to call anyone, anytime, anywhere within the boundaries of your local calling area as frequently as you like for one simple monthly price, based on the package of services you purchase from Time Warner Cable. Information regarding your local calling area is available at <http://www.timewarnercable.com>. If you purchase High-Speed Internet and Video service, you will pay just \$24.95 for Digital Home Phone Unlimited Local. If you purchase either High Speed Internet or Video service, you will pay \$29.95 per month for Digital Home Phone Unlimited Local. Digital Home Phone Unlimited Local is not available without a subscription to another qualifying Time Warner Cable service. The rate for in state calling to areas outside of your local area and long distance calls to other states nationwide and US territories is \$.07 per minute. Additional charges apply for taxes, fees, international calling, directory assistance and operator services calls. Digital Home Phone Unlimited Local may be used to make calls using other long distance providers, calling cards and dial around (10-10-) services.
- International OnePrice™ Calling allows you to call more than 100 countries for an additional \$19.95 per month. The International OnePrice™ Calling Plan is available to residential customers subscribing to any Digital Home Phone Calling plan identified above and applies only to calls terminating on landline phones and to calls terminating on cell phones based in the following countries: China, Hong King, India, Macau, Paraguay and Thailand. A current list of countries included in the International OnePrice™ Calling Plan is available at <http://www.timewarnercable.com>. Calls to other locations will incur charges at current Time Warner Cable rates, which can be found at <http://www.timewarnercable.com>. Calls to satellite phones, special services numbers, including international toll-free and caller-paid services (900 numbers), calls to chat lines and calls to cell phones are not included and will incur additional per-minute charges. Additional charges apply for taxes, fees, directory assistance and operator services calls. Three-way calling and call forwarding features cannot be used with the International OnePrice™ Calling Plan. The International OnePrice™ Calling Plan provides up to 1,000 minutes of calling time per month, based upon your monthly Time Warner Cable billing cycle. TWC reserves the right to monitor usage for possible abuse of service.
- Seasonal Service allows you to temporarily suspend Digital Home Phone service without losing your telephone number or access to 911 and voicemail. When you have Seasonal Service, you cannot make any outbound calls, except calls to 911 or to Time Warner Cable service, and all inbound callers will be sent to your voicemail, if active, or hear a busy signal. Seasonal service costs \$9.95 per month and voicemail may be added for \$3.95 more per month. To activate Seasonal Service, you must be a current Digital Home Phone service subscriber. You must also identify the date that Seasonal Service should become active and the date when your Digital Home Phone service should be restored. Seasonal Service may be activated up to two times per year, and, when activated, Seasonal Service must remain in place for a minimum of two months and a maximum of six months. Seasonal Service may not be activated for more than six months per year. When activating Seasonal Service, you account balance must be current and you must provide a temporary billing address, pay your bill in advance for the period during which Seasonal Service will be active, or sign up for automatic payment. If you have more than one Digital Home Phone line, you must activate Seasonal Service on all lines at the same time. You may not change your directory listing selection or activate or deactivate voicemail while Seasonal Service is active. Please note that Seasonal Service will not support alarm or home monitoring systems, as outbound calling capability will be suspended while Seasonal Service is active.

Your Digital Home Phone charges will appear as a series of line items on your Time Warner Cable bill. You may view details of your outbound international, directory assistance and operator service calls and charges at any time by logging in to the Time Warner Cable secure web site, which you may access by clicking on "MyServices" at <http://www.timewarnercable.com>. Also, you may request a mailed copy of your recent outbound calling details by contacting your local Customer Service office. Customer Service contact information is available online at <http://www.timewarnercable.com> or you may call Customer Service by dialing *611 from your Digital Home Phone. If you are an International OnePrice™ Calling Plan subscriber, calls to countries included in the International OnePrice™ Calling Plan the charge per call will appear, but will not be subject to charges.

Except under the International OnePrice™ Calling Plan, all calls to international locations will be billed on a per-minute basis. Current rates for calls to all locations outside the United States, Canada, Mexico, the Caribbean and U.S. Territories can be found at <http://www.timewarnercable.com>. Charges for directory assistance, operator services, voicemail, unpublished listings and seasonal service plans ("Additional

Charge Services”) are not included in Digital Home Phone Calling Plans and will be billed separately, based on usage. Additional information about Digital Home Phone Calling Plans, rates and additional charge services may be found at <http://www.timewarnercable.com>.

Digital Home Phone is compatible with most home monitoring and security systems. Time Warner Cable does not install, support or service third party monitored security systems. If you plan to use Digital Home Phone with your home monitoring and security system, you must contact your service provider in order to test the compatibility of the service with Digital Home Phone. Time Warner Cable will not be responsible for the cost of conducting any tests or configuring your monitoring or security system.

Emergency 911 Access

Our Digital Home Phone service cable modem is electrically powered, and Digital Home Phone service, including access to emergency 9-1-1 and home security services, may not operate in the event of an electrical power outage. If a power outage occurs in your home and if your cable modem is equipped with a battery, it may enable back-up service for a limited period of time or not at all, depending on the circumstances. If your local TWC system loses power or experiences other service issues, the battery in your cable modem, if any, will not provide back-up service and Digital Home Phone will not be available. You may not move your Digital Home Phone voice-enabled modem to a new address. If you do so, Enhanced 9-1-1 services will not operate properly as emergency operators will be unable to accurately identify your location in an emergency. If you would like to establish service at a new address you must call Time Warner Cable.

Specific Provisions Regarding Video Services

Products, Services and Pricing

Time Warner Cable provides customers with a wide selection of programming choices. All customers must subscribe to Basic service to access other programming choices, including tiers of service and services offered on a per program or per channel basis. A complete list of programming choices, together with prices and terms and conditions for subscription are available in the pamphlet provided to you upon subscription to our service, upon request, or on-line at <http://www.timewarnercable.com>.

Instructions on How to Use Your Cable Service

Instructions on how to use your cable service are outlined in our Connections Kit , which may be provided to you when your services are installed. This information is also available by request from your local Time Warner Cable office or on-line at <http://www.timewarnercable.com>

Pricing and Service Changes

Unless otherwise provided by applicable law, Time Warner Cable will notify you 30 days in advance of any price or service change. Notice of these changes may be provided on your monthly bill, as a bill insert, as a separate mailing, in the Legal Notice section of the newspaper, on the cable system channel(s) or through other written means.

Complaint Procedures

If you have a complaint about your service, billing, or terms and conditions of service, you may call us directly using the Time Warner Cable toll free number provided on your monthly bill. In addition, where applicable, we have identified on your monthly bill the franchising authority that you may contact should we fail to resolve your complaint.

Maintenance

Our technicians must periodically test and occasionally repair our cable equipment throughout the cable system. Cable repair may cause a temporary loss of cable service to an entire neighborhood known as a “maintenance outage.” If your cable is not working properly, contact Customer Service. If a maintenance outage is affecting your area, you will be informed when you call. If the problem is not being caused by maintenance, we will determine the source of the problem and will restore your service as quickly as possible.

Service & Installation

Installation and service call appointments are scheduled in advance. If we cannot meet a scheduled commitment, we will attempt to notify you and reschedule the appointment for a convenient time.

Service Interruptions

Time Warner Cable maintains a high standard of technical operations within our cable systems and responds promptly to most service interruptions. On occasion, service interruptions may arise due to unforeseen problems such as power outages, electrical storms, severe weather conditions, equipment failures, auto accidents involving utility poles, and in some cases, loss of signal at the origination point of the program. In addition, twice a year our satellite reception is disrupted by activity from the sun. This disturbance, which affects most cable and satellite companies within the United States, occurs at the end of February and again in October, due to direct alignment of the sun with our satellite and our earth stations. Unless otherwise provided by applicable law,

if you experience a verifiable service outage of more than two hours and notify us in a timely manner, we'll credit your account for such loss of service.

Sports Blackouts

Professional sporting events, both local and national, may be subject to blackouts per the league's broadcast rules. Due to these blackouts, not all programming and services will be available in all areas and programming may be subject to change.

Cable Service Theft

Unauthorized cable hookups are a violation of the Residential Services Subscription Agreement. Tampering with or altering a cable system or converter to receive unauthorized services is a Federal crime punishable by fines and/or imprisonment. We have the technology necessary to detect unauthorized hookups, and we conduct periodic system checks.

Consumer Guide to Cable and Home Entertainment Equipment

With cable TV connected to your home entertainment system, you enjoy the best choice, convenience and value. Extra steps may be required for cable TV to work effectively with various equipment. This guide provides information about when cable TV is compatible with your equipment and when it may not be, as well as other information on how to use your cable service. If you don't find your particular situation described in this guide, please call us. (You'll find our phone number on the accompanying billing statement.) We'll work with you to determine the cable setup and equipment appropriate for your needs.

Converters Are Necessary When...

Some TV receivers and other consumer electronic devices directly connected to the cable TV system cannot tune to all of the unscrambled analog channels that we provide. (Either a digital set-top box or a CableCARD-equipped TV or other Unidirectional Digital Cable Product ("UDCP") is required to access digital cable services and/or scrambled analog channels; see discussion of such devices in the following section.) For example, older TV sets with mechanical tuners typically cannot receive any broadcast stations or other channels carried by our system on channels other than VHF 2 through 13. Channel positions are indicated on the channel line-ups periodically provided to subscribers. Many "cable-ready" TVs, VCRs and DVRs can receive all unscrambled analog channels, although some models may not be able to receive all of them.

In cases where a TV, VCR or DVR cannot tune to all of the unscrambled analog channels provided as part of your cable service, an extended tuner called a converter can be used to receive the channels and send them to a TV set, VCR or DVR. Converters are available for a nominal fee from our company or may be purchased from a retail store (where available).

To help ease the confusion about whether a TV, VCR or DVR is really "cable-ready," the Federal Communications Commission will not allow TVs, VCRs and DVRs manufactured or imported for sale in the United States after October 31, 1994 to be marketed as "cable-ready" or "cable compatible" unless they meet certain channel tuning and other performance standards.

All Scrambled Signals Require a Descrambler

Because all customers do not subscribe to every programming service offered, we may use scrambling technology to deliver a secure signal to authorized homes. Scrambling is a method of changing the components of an analog signal or encrypting a digital signal at the cable television transmission center (headend) to render it unviewable without an authorized descrambler.

The number of scrambled channels and service levels vary among different cable systems. Whenever customers subscribe to service levels or channels which are scrambled, they will need a descrambler — even if their TV is "cable-ready." For example, all Pay-Per-View and Video-on-Demand, and most digital programming, will require a descrambler. With a descrambler, customers may then choose from several different service options and often can change packages without the need for a home appointment.

In many cases, the descrambler and converter are incorporated in the same device, generally referred to as an "integrated" set-top box. In accordance with Federal Communications Commission rules, however, beginning July 1, 2007, new digital set-top boxes that we place in service must rely upon a separate descrambler module, called a "CableCARD." Non-integrated third-party set-top boxes and television sets equipped with CableCARD slots also may be available for purchase at retail outlets in certain locations, although the availability of such devices from third parties is outside our control. Moreover, due to device limitations, the current generation of retail CableCARD-compatible devices (referred to as Unidirectional Digital Cable Products ("UDCPs") or Digital Cable Ready devices) only can receive what are known as "one-way" cable services. Such retail devices will not receive "two-way" cable services, such as Time Warner Cable's electronic program guide, Pay-Per-View, Video on Demand, StartOver™ (where available) or switched digital video ("SDV") services.

In particular, you should be aware that we intend to continue to expand our deployment of SDV two-way technology. SDV allows us to use bandwidth more efficiently by delivering certain channels only on an as-needed basis. As a result, SDV enables us to expand the number of HD channels and other programming services we offer.

Channels that are delivered using SDV cannot be accessed on the current generation of one-way CableCARD devices, which were not designed or sold to receive two-way services. All our two-way services can be received through set-top boxes available from Time Warner Cable. In addition, as we continue to deploy Tru2way technology in our cable systems and as devices incorporating Tru2way technology become available at retail, customers will be able to access our two-way services using such devices, as well.

Please note that we are the only authorized provider of any CableCARD or other type of descrambler used to receive our services. You should be aware that the use of any descrambler on our cable system obtained from a third party and not authorized by us is illegal and is subject to criminal prosecution pursuant to 47 U.S.C. § 553. If you have any questions relating to the need for separate descrambler and converter devices, please call us for additional information.

Please note...

If you require a converter or descrambler for service, some features on your TV, VCR or DVR may be limited. For example, without special additional equipment, you may not be able to use picture-in-picture, channel review and display features. You may not be able to record one program while viewing another or record consecutive programs on different channels. We can provide you with special equipment you may need to better enable utilization of these features. Except in the case of descramblers, this equipment may also be purchased from local retail outlets. If such equipment is purchased or leased from us, a custom installation fee and/or a monthly equipment rental fee may apply. If you can see images or hear sound from scrambled channels that you do not subscribe to, you may request those channels be blocked. Please call us for details.

Special Equipment Available

In cases where you require a converter and/or a descrambler, special equipment is available to make your cable service more compatible with your existing home electronics equipment.

Bypass switches - If you would like to receive the portion of your one-way cable lineup which is unscrambled directly from your television rather than through the converter, a "bypass switch" feature is available. A bypass switch will allow for the simultaneous recording and viewing of different programs, the consecutive recording of programming on different channels, and the use of picture-in-picture displays in most cases where at least one of the channels is not scrambled. Depending on availability, the switch may be part of your converter or descrambler, or it may be a separate device.

Parental lockout devices - If you find any of the channels included in the service levels you have requested to be objectionable, you can arrange for the installation of a device, or program a device you may already have, to restrict the view ability of such channels. Please call us for details.

Custom setups - If you would like to receive two scrambled signals at the same time (for example, so that you can watch one channel while recording another) it may be necessary to install different equipment or even two descramblers on one TV or DVR. Please feel free to contact us so that we may discuss the cable setup and equipment appropriate for your needs.

We're committed to helping you get the most out of your cable television service. Please let us know if you are experiencing equipment compatibility problems and we will work to find the best solution for you.

As new technologies and services become available, additional equipment compatibility problems may arise that may require other special equipment or solutions. Installation and equipment charges may apply.

Compatible Remote Controls

We use converters or descramblers that work in conjunction with some universal remote controls available for purchase at retail stores. These universal remotes may be used in place of the ones we provide at a nominal monthly fee. The following is a representative list of compatible universal remote controls currently available from retail stores.

BRAND	MODEL	
Logitech Harmony	880	966208-0403
	H659	966193-0403
	915-000002	966230-0403
	966187-0403	966230-0403
	890	9662300-0403
Master Remote Control	RFS100	RSF200
One For All	URC-8820	URC-6131N
Phillips	PH301S	PM435S
RCA	RCU310	RCU300TMS
	RCR450	RCR460
	D770	RCR860
	RCR660	RCR412C
	RCR612	

Sony	RMVL600 RMV202	RMV310 RMAX1400
Universal Remote	R5G FX1 URC-R5G URCRF20	R7G URC-R76 URCRF10
Zenith	ZEN760	ZN5DSS

Although every effort has been made to provide you with a complete and accurate list of universal remote controls, you can probably find other remotes that will work with your home electronic equipment. Should you have a question about the compatibility of a remote control, please call us. You can find our phone number on the accompanying billing statement.

Please note: Although these remote controls are compatible with the home terminals and converters we currently offer, they may not be functional should equipment technology change.

Residential Services Subscriber Agreement

We provide you with our Services on the condition that you comply with our Customer Agreements. These agreements, which are listed below, contain important information regarding your rights and responsibilities. Please review them carefully.

Residential Services Subscriber Agreement (this document). This Agreement contains the general terms and conditions governing your use of the Services.

Your Work Order. This document identifies the Services you receive.

Terms of Service. This document contains information about your Services and TWC's policies relating to such matters as billing and customer service.

Acceptable Use Policy. The "do's" and "don'ts" for use of our Services.

Addendums. You may have agreed to an Addendum to this Agreement when you signed up for a special service, like our Wireless Data Service, or a special package like our Price Lock Guarantee.

By signing your Work Order or using our Services, you accept (in other words, make legally binding) these Customer Agreements. Our website always contains the most current versions of our Customer Agreements. See <http://help.twcable.com/html/policies.html> or contact your local TWC office.

THIS AGREEMENT CONTAINS A BINDING "ARBITRATION CLAUSE," WHICH SAYS THAT YOU AND TWC AGREE TO RESOLVE CERTAIN DISPUTES THROUGH ARBITRATION. YOU HAVE THE RIGHT TO OPT OUT OF THIS PART OF THE AGREEMENT. SEE SECTION 15.

Capitalized terms used in this Agreement have special meanings, which are contained in Section 16. By accepting our Services, you agree with TWC as follows:

1. Your Financial Responsibilities

(a) You must pay for the Services you receive in accordance with our billing practices, along with any installation charges and other applicable fees and taxes. If you have any questions about our prices or fees, please contact your local TWC office.

(b) If you fail to pay us in full by the due date on your billing statement, we may require that you pay us the following additional amounts:

a late fee;

a field collection fee, if we accept payment at your home;

amounts we spend, including reasonable attorney's fees, to collect the money you owe us.

Our late fee and field collection fee charges are available from your local TWC office. You confirm that such fees are reasonable in light of our costs in collecting past due amounts.

(c) If we suspend any of your Services for failure to pay amounts you owe us or for violating our Customer Agreements, we may require that you pay us a fee for restoring your Service.

(d) If your check to us "bounces" (or if your bank or credit card issuer refuses to pay us amounts you have previously authorized us to charge to your account), we may require that you pay us a fee.

(e) We may verify your credit standing, including through credit reporting agencies.

(f) We may require a deposit or other guaranteed form of payment (for example, a credit card or bank account debit authorization) from you. If you owe us money on any account, we can deduct those amounts from any existing credit you have with us or any security deposit you provide or, if applicable, charge them to the bank or credit card account you have authorized us to use.

(g) You authorize us to accept (and charge you for) any orders or requests made through your Services or from your location. For example, if someone in your home

makes a long distance Digital Home Phone call or requests a pay channel like HBO, you are responsible for the resulting charges.

(h) We are not required to notify you of offers we make available to others, or to lower your rates to equal those contained in such offers.

(i) You must bring any billing errors to our attention within 30 days of the day you receive the bill or you will waive your right to (in other words, you will not be eligible to receive) a refund or credit.

(j) Since tax and regulatory rules are subject to interpretation, we have complete discretion in deciding what fees, taxes and surcharges to collect from you. You waive (in other words, you are not eligible to receive) a refund of any fees that we collect from you and pay to any government or agency. You can receive a list of the fees, taxes and surcharges we collect from: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

(k) You cannot settle amounts you owe us by writing "paid in full" or any other message on your bill or check.

(l) If you provide us with a credit or debit card for billing or deposit purposes and the issuer gives you a new card on the account with a different expiration date, you authorize us to update our records to reflect the new expiration date and to continue to use the account as before.

(m) If a third party sues TWC based on your use of our Services (for example, claiming theft or copyright violation based on something you posted on-line using our HSD Service), you will indemnify us (in other words, make us whole) for any losses, including reasonable attorneys' fees, that we suffer.

2. Your Responsibilities Regarding Equipment

(a) You will allow us to enter your premises to install, maintain or replace Equipment and to make sure our Services are operating and being delivered properly to you and your neighbors. If you stop receiving Services from us, you may terminate these rights by giving us one year's advance notice. You confirm that you are authorized to grant the rights described in this paragraph.

(b) After we install or remove Equipment or wiring on your premises, you are responsible for any repairs or cosmetic corrections you wish to make. We have an obligation to make such repairs only if we performed our work negligently and your property was damaged as a result.

(c) We can make changes to Equipment and Software through downloads from our network or otherwise. If you have a third party device (for example, a "Tru2way" device) attached to our Customer Use Equipment, we or the device manufacturer may from time to time download software to the device, which may change its features and functionality.

(d) You may not move our Customer Use Equipment to any location other than the location where you initially received the Services. This is true even if you have moved to a new location and continue to pay us for the Services. You may not remove or alter our logos or other identifying information (for example, serial numbers) on the Customer Use Equipment.

(e) You must return the Customer Use Equipment to us in good condition when the Services are terminated and, if you fail to do so, we have your permission to retrieve the Customer Use Equipment from your premises at your expense. You are responsible for applicable fees until we receive the Customer Use Equipment. If we do not receive the Customer Use Equipment within a reasonable amount of time after the Services are terminated, we are entitled to assume that you have lost the Customer Use Equipment.

(f) If the Customer Use Equipment is lost, stolen or damaged, you must reimburse us (as "liquidated damages") even if you are not at fault. The liquidated damages amount for our Customer Use Equipment is available on request from your local TWC office. You agree that this liquidated damages approach is reasonable in light of the difficulty of determining the value of the Customer Use Equipment or the losses we could suffer if a third party improperly gained access to our Services using Customer Use Equipment we provided to you.

(g) The Customer Use Equipment we provide to you always belongs to us. This includes Customer Use Equipment that is lost, stolen or damaged and that you reimburse us for. If you recover previously lost or stolen Customer Use Equipment for which you reimbursed us during the prior year, you will return the Customer Use Equipment to us and we will return the money you paid to us.

3. Your Right to Use our Services and Property is Limited

(a) The Services we provide and the way we deliver them will change from time to time, in part due to our efforts to improve them. These changes may impact the Services you receive today, or may require that you change your own equipment or its configuration, or lease new or additional Customer Use Equipment from us, to continue to obtain the full benefit of those Services. If you are under a promotional or other offering with a set price for a period of time, you are assured only that you will be charged the set price during the time specified. You are not assured that the Services you receive (or that our equipment and system requirements) will remain the same.

(b) The Services are for your reasonable, personal non-commercial use only. You may not provide the Services to any person who is not a member or guest in your household, or to persons outside your premises, whether for a fee or otherwise. You will take reasonable precautions to prevent others from gaining unauthorized access to the Services. For example, if you use a home wireless network with the Services, you will establish and use a secure password or similar means of limiting access to the members of your household.

(c) If you knowingly access Services that you have not paid for, or damage or alter our Equipment (or use third party equipment) in order to obtain Services that you have not paid for, you will have breached this Agreement and possibly subjected yourself to statutory damages, fines or imprisonment. We can always enforce our rights with respect to theft of or tampering with our Services.

(d) You are only allowed to use our Software and other intellectual property (for example, our name and logo) as needed to receive our Services.

(e) We will conduct maintenance from time to time that may interrupt the Services.

4. Special Information for Digital Home Phone Subscribers

(a) Our service cable modem is electrically powered, and Digital Home Phone service, including home security services, may not operate in the event of an electrical power outage. If a power outage occurs in your home and if your cable-modem is equipped with a battery, it may enable back-up service for a limited period of time or not at all, depending on the circumstances. If your local TWC system loses power or experiences other service issues, the battery in your cable modem, if any, will not provide back-up service and Digital Home Phone will not be available.

(b) If you intend to use the Digital Home Phone Service with a home security or medical monitoring system, you are responsible for making sure it works properly and for the cost of doing so. You should contact your home security or medical monitoring provider in order to test your system's operation with the Digital Home Phone Service.

(c) The cable modem that we provide to you is linked to the address on your Work Order. If you call 911, emergency personnel will respond to that address. If you move the cable modem to another address, emergency personnel may not be able to locate you if you call 911.

(d) If we do not comply with your requests regarding directory listing information (for example, list the wrong number or list a number you requested be unlisted), you may be entitled to a credit under our policies or, if greater, an amount prescribed by applicable regulatory requirements. Please contact your local TWC office for more information. Other than these credits, we have no liability with respect to directory listings.

(e) Ensuring that your address is correctly listed with 911 databases normally takes between 24 and 120 hours from the time that you subscribe to Digital Home Phone service. Enhanced 911 service (which includes your address information) will not be available until such databases are updated.

5. Special Information for HSD Subscribers

(a) We may use Network Management Tools to make our Services operate efficiently.

(b) Each HSD Service level may have a Maximum Throughput Rate, a Bandwidth Limit or other characteristics. For more information, please review our Acceptable Use Policy or contact your local TWC office.

(c) We can set or change the Maximum Throughput Rate, Bandwidth Limit or other characteristics of any HSD Service level. If we do, we may put in place additional terms to address usage that is not consistent with the resulting HSD Service level. For example, if we set or change the Bandwidth Limit that applies to your HSD Service level and you exceed the limit, we may suspend your HSD Service, reduce your Maximum Throughput Rate or charge you for your excess usage. You may need to subscribe to a more expensive HSD Service level or pay for additional bandwidth to avoid suspension or slower HSD Service. We will notify you of any new or changed Bandwidth Limit (or any material reduction in the previously published Maximum Throughput Rate) for your HSD Service level and any related terms.

(d) We may monitor your bandwidth usage patterns and your compliance with our Customer Agreements.

(e) The HSD Service will attain Maximum Throughput Rate only in bursts and not on a guaranteed or consistent basis. The Throughput Rate you experience at any time will be affected by a number of factors, including the nature of the Internet and its protocols, our facilities, the bandwidth we devote to carriage of protocol and network information, the condition and configuration of the equipment at your location, our use of Network Management Tools, data volume and congestion on our network and the Internet, the time of day you are using the HSD Service, the performance of the website servers you try to access, and the priority we give to our business subscribers' data traffic.

(f) If you send or post materials through the HSD Service, you are responsible for the material and confirm that you have all necessary rights to do so. You grant us, with no obligation to pay you, all rights we need to complete your transmission or posting. If we determine that the transmission or posting violates our Customer Agreements, we

may (but have no duty to) delete the materials, block access to them or cancel your account.

(g) The HSD Service requires the use of a cable modem. We will provide you with a cable modem or you may obtain one separately. If you use a modem that we have not approved for use on your TWC system, the HSD Service may not work properly. For a list of TWC-approved modems, see http://help.rr.com/HMSFaqs/e_rr_modems.aspx.

(h) Your OLP may have one or more separate agreements, policies or other terms covering some of your rights and obligations with regard to the HSD Service (for example, dial-up or wireless access to your OLP email). If your HSD Service is terminated, you should contact your OLP to ensure that these other services are properly continued or discontinued.

6. Objectionable Material and Parental Controls

(a) Our Services make available some material that may offend you or be inappropriate for members of your household. TWC provides parental controls and other tools that can filter or block access to certain video programming and Internet content. The availability and effectiveness of these tools may vary depending on your equipment and software.

(b) Parental controls for Internet can be downloaded at <http://www.rr.com/security>. Parental controls for video programming generally require that you lease a set-top box from us. For more information, please contact your local TWC office.

(c) Even if you use the parental controls we provide, your household may be exposed to materials you find objectionable.

7. If You Have Service Problems, You May Be Entitled to a Credit

(a) We will attempt to correct service problems caused by our Equipment or Software but we are not required to install, service or replace other equipment or software. Depending on the circumstances, we may charge you for service calls. For more information, please contact your local TWC office.

(b) TWC has no liability for service interruptions except that, if you lose all Video, HSD or Digital Home Phone Service for more than 24 consecutive hours and the cause of the outage was within our reasonable control, we will provide you a credit for that period if you request one. If you experience a service problem with a VOD transaction, we will issue you a credit for the amount of the VOD purchase if you request one. All credit requests must be made within 30 days of your next bill following the outage or service issue.

(c) We have no obligation to compensate you for service problems that are beyond our reasonable control. Examples of problems beyond our reasonable control include those caused by storms and other natural disasters, vandalism, terrorism, regulations or governmental acts, fires, civil disturbances, electrical power outages, computer viruses or strikes.

(d) Local law may impose other outage credit requirements with respect to some or all of the Services. If this is the case in your area, we will follow the law.

(e) Our Services may not work with equipment, software or services that we did not provide to you. For example, some "cable ready" or "digital cable ready" televisions and DVRs may not receive or support all of our Video Services even if we provide you with a CableCARD™ as recommended by the device manufacturer. To get the full benefit of our Services, you may need to lease Customer Use Equipment from us.

8. We May Change our Customer Agreements

(a) We may change our Customer Agreements by amending the on-line version of the relevant document. Unless you have entered into an Addendum that ensures a fixed price for a period of time (for instance, a Price Lock Guarantee Addendum), we may also change the prices for our services or the manner in which we charge for them.

(b) If you continue to use the Services following any change in our Customer Agreements, prices or other policies, you will have accepted the changes (in other words, made them legally binding). If you do not agree to the changes, you will need to contact your local TWC office to cancel your Services.

(c) Any changes to our Customer Agreements are intended to be prospective only. In other words, the amended version of the relevant document only becomes binding on you as of the date that we make the change.

9. We May Enforce our Customer Agreements

(a) If we think you have violated our Customer Agreements, we have the right to suspend or terminate any or all of your Services without prior notification.

(b) We do not waive (in other words, give up) any rights under our Customer Agreements just because we have not previously enforced such rights. To be legally binding on us, any waiver we grant must be in writing. If we waive a violation of our Customer Agreements, it does not mean that we are waiving other rights, including in respect of earlier or later violations.

10. Our Services are Not Guaranteed and Our Liability is Limited

(a) OUR SERVICES ARE NOT GUARANTEED TO WORK OR TO BE ERROR FREE. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF

ANY KIND. THIS INCLUDES SO-CALLED "IMPLIED WARRANTIES" (SUCH AS THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). IF THE LAW WHERE YOU LIVE SAYS WE CAN NOT EXCLUDE CERTAIN WARRANTIES, THEN THOSE WARRANTIES ARE NOT EXCLUDED.

(b) EXCEPT FOR THE DIRECTORY LISTING SERVICE CREDITS DESCRIBED IN SECTION 4 AND THE SERVICE INTERRUPTION CREDITS DESCRIBED IN SECTION 7 OF THIS AGREEMENT, TWC WILL NOT BE LIABLE TO YOU FOR ANY LOSSES OR DAMAGES OF ANY KIND BASED ON BREACHES OF THIS AGREEMENT OR YOUR RELATIONSHIP WITH US, REGARDLESS OF THE BASIS OF ANY CLAIM. FOR EXAMPLE, WE ARE NOT LIABLE TO YOU FOR LOSSES OR DAMAGES THAT RESULT FROM YOUR USE OR INABILITY TO USE THE SERVICES (INCLUDING 911 SERVICES), EQUIPMENT OR SOFTWARE. IN NO EVENT WILL TWC BE REQUIRED TO CREDIT YOU AN AMOUNT IN EXCESS OF YOUR SERVICE FEES FOR THE MONTH DURING WHICH YOU SUFFER ANY LOSSES OR DAMAGES.

(c) THE SERVICES, EQUIPMENT AND SOFTWARE, AND THE COMMUNICATIONS YOU MAKE USING THEM, MAY NOT BE SECURE. YOU ARE RESPONSIBLE FOR SECURING YOUR COMMUNICATIONS AND DATA. TWC WILL NOT BE RESPONSIBLE IF A THIRD PARTY GAINS ACCESS TO YOUR SERVICES, EQUIPMENT, COMMUNICATIONS OR DATA.

(d) OUR SERVICES, EQUIPMENT AND SOFTWARE MAY RESULT IN DAMAGE OR LOSS TO YOUR OWN SERVICES, EQUIPMENT, SOFTWARE AND DATA. TWC IS NOT RESPONSIBLE FOR ANY SUCH DAMAGE OR LOSS. FOR EXAMPLE, WE MAY, AT THE REQUEST OF THE MANUFACTURER OF ANY THIRD PARTY DEVICE THAT YOU HAVE CONNECTED (OR AUTHORIZED TWC TO CONNECT) TO OUR NETWORK, DOWNLOAD SOFTWARE TO SUCH DEVICE, WHICH MAY CHANGE ITS FEATURES AND FUNCTIONALITY. TWC IS NOT RESPONSIBLE FOR THESE DOWNLOADS OR ANY RESULTING LOSSES OR DAMAGES.

11. Your Privacy Rights and Obligations

(a) Your privacy interests, including your ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Communications Act of 1934, as amended, and the Electronic Communications Privacy Act. You grant us permission to collect, use or disclose your personal information as described in our Subscriber Privacy Notice.

(b) It is our practice to give each new customer our Subscriber Privacy Notice at installation and to provide all customers with our Subscriber Privacy Notice at least annually. You may obtain the Subscriber Privacy Notice at <http://help.twcable.com/html/policies.html> or from your local TWC office.

(c) When you or members of your household use our interactive features, you may provide us or third parties with your personal information. For more information regarding our collection, use and disclosure of your personal information, see our Subscriber Privacy Notice.

(d) TWC may (but has no duty to) disclose any information that it believes appropriate to protect its rights, comply with law, safeguard its personnel, property and operations, or where it believes that individual or public safety is in peril.

(e) You are responsible for protecting the information needed to securely access your account information and verify orders (for example, your social security number or passwords that we may issue to you). If someone else acquires this information (through no fault of ours), we may assume that you have authorized that person's use of the information and we may provide your personal information to that person as if they were you.

12. You are Consenting to Phone and Email Contact

(a) We may call any number you provide to us (or that we issue to you) for any purpose, including marketing of our Services. This is true even if your numbers are included on state or federal "do not call" lists. However, if you ask to have your number placed on our "do not call" list, we will not call you at that number for marketing purposes. To have your number placed on our "do not call" list, contact your local TWC office.

(b) We may email or text you using any address you provide to us (or that we issue to you) for any purpose, including marketing of our Services. You are responsible for any related charges (for example, charges for incoming text messages on your wireless phone). If you ask to have your address placed on our "do not email" list, we will not email or text marketing messages to you at that address. To have your address placed on our "do not email" list, contact your local TWC office.

(c) We may use automated dialing systems or artificial or recorded voices to call you.

13. You are Consenting to Use Electronic Notices and Communications

(a) TWC may provide notices to you using any method we determine appropriate, including by electronic means (for example, email or online posting).

(b) We may ask you to provide consents or authorizations, including by electronic means (for instance, using your remote control to purchase a VOD movie, receive information regarding an advertiser's products or "opt in" to a consumer study), and we are entitled to assume that any consent or authorization we receive through your Services or from your location has been authorized by you.

14. You are Agreeing to Limit the Time You Have to Bring a Legal Action

You waive (in other words, give up) the right to commence any proceeding against TWC if the relevant events occurred more than one year earlier. This waiver is not enforceable, and the normal statute of limitations in your area will apply, if you notified TWC in writing of the events giving rise to the proceeding within one year of their occurrence.

15. Unless you Opt Out, You are Agreeing to Resolve Certain Disputes Through Arbitration

(a) Our goal is to resolve Disputes fairly and quickly. However, if we cannot resolve a Dispute with you, then, except as described elsewhere in Section 15, each of us agrees to submit the Dispute to the American Arbitration Association for resolution under its Commercial Arbitration Rules or, by separate mutual agreement, to another arbitration institution. As an alternative, you may bring your claim in your local "small claims" court, if its rules permit it.

(b) You may bring claims only on your own behalf, and not on behalf of any official or other person, or any class of people. Only claims for money damages may be submitted to arbitration; claims for injunctive orders or similar relief must be brought in a court. You may not combine a claim that is subject to arbitration under this Agreement with a claim that is not eligible for arbitration under this Agreement. The arbitrator will decide whether a dispute can be arbitrated.

(c) The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or TWC requests one. Any arbitration award over \$75,000 may be appealed to a three-person panel appointed by the same arbitration institution that rendered the original award. Any such appeal must be filed within 30 days and the appeal will be decided, based on that institution's appeal rules, within 120 days of filing.

(d) Before you initiate an arbitration proceeding, you may request that we advance on your behalf (1) the arbitration filing fees (but only to the extent they exceed your local small claims court filing fees) and (2) the portion of the arbitrator's costs for which you would normally be responsible. If TWC wins the arbitration, you will reimburse us for these advances. TWC will, of course, pay any fees or costs required under the law where you live.

(e) You may opt out of this agreement's arbitration provision. If you do so, neither you nor TWC can require the other to participate in an arbitration proceeding. To opt out, you must notify TWC in writing within 30 days of the date that you first became subject to this arbitration provision. You must use one of these addresses to opt out:

Time Warner Cable
60 Columbus Circle, Rm 16-364
New York, NY 10023
Attn: Arbitration Opt-out

or
<http://www.timewarnercable.com/arbitrationoptout>

You must include your name, address and TWC account number and a clear statement that you wish to opt out of this Agreement's arbitration obligation.

(f) If the prohibition against class action and other claims brought on behalf of third parties contained in Section 15(b) is found to be unenforceable, then all of Section 15 will be null and void. This arbitration clause will survive the termination of your Services.

16. Definitions

(a) "Agreement" means this Residential Services Subscriber Agreement, as amended from time to time.

(b) "Bandwidth Limit" means the aggregate amount of upstream and downstream data that a high-speed data customer may send and receive in a prescribed period (for example, a monthly billing period).

(c) "Customer Agreements" refers to the agreements, notices and policies described in the introduction to this Agreement.

(d) "Customer Use Equipment" means the converter boxes, cable modems, remote controls and other pieces of equipment that we provide to you for use inside your premises to receive the Services (and that you must return to us if the Service is cancelled).

(e) "Dispute" means any dispute, claim, or controversy between you and TWC regarding any aspect of your relationship with us, including those based on events that occurred prior to the date of this Agreement.

(f) "Equipment" means Customer Use Equipment and other equipment utilized in connection with the Services. Equipment does not include wiring on your premises and does not include your equipment (for example, your TV or computer).

(g) "HSD Service" and "High Speed Data Service" means our broadband Internet service and wireless data services as well as any OLP's service you receive through our systems.

(h) "including" or "include" means inclusion without limitation.

(i) "Maximum Throughput Rate" means the highest Throughput Rate that is provided by your level or tier of HSD or Wireless Data Service, without use of our Power Boost feature. Our Power Boost feature may provide additional bursts of download speed over and above your Maximum Throughput Rate but only during the initial part of a download.

(j) "Network Management Tools" are the tools and techniques we use to manage our network, ensure a quality user experience and ensure compliance with our Acceptable Use Policy. Examples of some Network Management Tools can be found in our Acceptable Use Policy. See <http://help.twcable.com/html/policies.html> or contact your local TWC office.

(k) "OLP" or "On-line Provider" means a provider of on-line services that you may purchase with our broadband Internet service but that does not itself provide Internet connectivity.

(l) "Services" refers to the services you buy from us. These may include video, high speed data, wireless data and Digital Home Phone services, as well as equipment-based services like DVR service.

(m) "Software" refers to the software we provide to you in connection with the Services. This also includes any executable code we provide for use on our Equipment.

(n) "Throughput Rate" refers to the rate at which data can be transferred between your location and our facilities over a given period of time. The Throughput Rates that we mention in our marketing and other materials refer to our Maximum Throughput Rates.

(o) "TWC" means Time Warner Cable Inc. and the local TWC-affiliated cable operators that provide our Services, or any cable operator to whom we assign this Agreement.

(p) "Video Service" refers to the video and/or audio programming Services we provide, including VOD offerings.

(q) "Work Order" means the TWC work or service order that identifies the Services you receive. You were probably provided with your Work Order when we initiated or last serviced your account but if you require a copy, please contact your local TWC office.

17. Term of Agreement; Termination of Service

(a) This Agreement remains in effect until either of us terminates it.

(b) We may terminate your Service at any time for any or no reason.

(c) If you wish to terminate Services, you must notify us and provide us with reasonable opportunity to schedule a visit to your location to disconnect the Services and recover our Equipment.

(d) You cannot terminate Services by writing "canceled" or any other message on your bill or check.

18. You May Not Transfer Your Rights or Responsibilities to Another Person

Except with our consent, you may not transfer or assign (in other words, make another person legally responsible for) the Services, the Customer Use Equipment or your obligation to comply with our Customer Agreements.

19. What Happens if the Law in Your Area Conflicts with our Customer Agreements

(a) Our Customer Agreements may be the subject of legal requirements that apply where you live. If such a requirement conflicts with our Customer Agreements with respect to one or more Services, the legal requirement will take priority over the part of our Customer Agreements with which it conflicts, but only with respect to that part and only with respect to the Services to which such legal requirement applies.

(b) If a court or similar body determines that a portion of a Customer Agreement is invalid or unenforceable, the rest of the agreement should stand. The invalid or unenforceable portion should be interpreted as closely as possible (consistent with the law in your area) so as to reflect the intention of the original. The only exception to this is that described in Section 15 regarding Arbitration.

20. What Happens if There is a Conflict between our Customer Agreements

(a) The Customer Agreements constitute the entire agreement between you and TWC. You are not entitled to rely on any agreements or undertakings made by TWC personnel other than those contained in the Customer Agreements.

(b) If we have provided you with a non-English translation of any our Customer Agreements, the English language version of that Customer Agreement will govern your relationship with TWC and will control in the event of a conflict. The translation is provided as a convenience only.

(c) In the event of a conflict between the terms of this Agreement and your Work Order, then the terms of this Agreement control.

(d) In the event of a conflict between the terms of this Agreement and the terms of any Addendum or the Terms of Service, the Addendum or Terms of Service, as applicable, control.

Contrato de servicios residenciales al suscriptor

Nosotros le proveemos nuestros Servicios bajo la condición de que usted cumpla con nuestros Contratos de Suscriptores. Estos contratos, que figuran abajo, contienen información importante sobre sus derechos y responsabilidades. Por favor revíselos detalladamente.

- Contrato de Servicios Residenciales al Suscriptor (este documento). Este contrato contiene las disposiciones y condiciones generales que gobiernan su uso de los Servicios.
- Su Solicitud de Servicio. Este documento identifica los Servicios que usted recibe.
- Disposiciones del Servicio. Este documento contiene la información sobre sus Servicios y las políticas de TWC sobre ciertas materias como facturación y servicios al cliente.
- Política de Uso Aceptable. Los asuntos que debe de hacer o no hacer para el uso de nuestros Servicios.
- Anexos. Usted puede haber acordado en algún Anexo a este Contrato cuando solicitó un servicio específico, como por ejemplo nuestro Servicio Inalámbrico de Datos o algún paquete específico como nuestra Garantía de Precio Fijo.

Mediante su firma de la Solicitud de Servicios, usted acepta (en otras palabras, se compromete con) estos Contratos de Clientes. Nuestra página web contiene la versión más reciente de nuestros Contratos de Clientes. Visite <http://help.twcable.com/html/policies.html> o contacte la oficina de TWC más cercana.

ESTE CONTRATO CONTIENE UNA "CLAUSULA DE ARBITRAJE" COMPULSORIA ESTABLECIENDO QUE USTED Y TWC ACUERDAN RESOLVER CIERTOS DESACUERDOS MEDIANTE ARBITRAJE. USTED TIENE LA OPCIÓN DE RECHARZAR ESTA PARTE DEL CONTRATO. VÉASE LA CLÁUSULA 15.

Los términos capitalizados en este Contrato tienen un significado especial, los cuales están establecidos en la Cláusula 16. Mediante la aceptación de nuestros Servicios, usted acuerda con TWC lo siguiente:

1. Sus Responsabilidades Financieras

(a) Usted deberá pagar por los Servicios que reciba de acuerdo con nuestra práctica de facturación, al igual que cualquier cargo por instalación y otros cargos e impuestos. Si tiene cualquier pregunta sobre nuestros precios o cargos, favor de contactar la oficina de TWC más cercana.

(b) Si usted no paga su estado de cuenta antes de la fecha de vencimiento, usted acuerda que podemos requerir que nos pague los siguientes montos adicionales:

Recargo por pago tardío;

Cargo por cobro personal, si recibimos el pago en su casa;

La cargos que nosotros incurramos, incluyendo honorarios de abogado, para recuperar el monto que usted nos adeude.

Nuestra tarifa para cargos por pago tardío y cobro en su hogar están disponibles en su oficina de TWC más cercana. Usted confirma que dichos cargos son razonables ante nuestros gastos para el cobro de cantidades adeudadas y retrasadas en el pago.

(c) Si llegásemos a suspender cualquier Servicio por falta de algún pago que nos adeude o por la violación de nuestros Contratos de Clientes, podremos requerir que nos pague un cargo para restablecer su Servicio.

(d) Si su cheque u orden de pago es rechazado por falta de fondos (o si el emisor de su tarjeta de crédito rehúsa pagarnos el monto adeudado que usted haya autorizado para cargar a su tarjeta), podemos demandar que usted pague un cargo adicional.

(e) Podemos verificar su calificación de crédito, incluyendo a través de agencias que reporten crédito.

(f) Podemos requerirle un depósito u otra forma de garantía (por ejemplo, una tarjeta de crédito o autorización de cargo contra cuenta de debito bancaria). Si nos adeuda dinero de cualquier cuenta, podemos deducir dichos montos de cualquier cuenta que usted tenga con nosotros o cualquier depósito que usted provea o, si aplica, cargarlos a la cuenta bancaria o de tarjeta de crédito que nos haya autorizado a utilizar.

(g) Usted nos autoriza para aceptar (y cargarle) por cualquier orden o solicitud que haga a través de sus Servicios o desde su localidad. Por ejemplo, si alguien en su casa hace una llamada de larga distancia mediante el servicio de Teléfono Casero Digital o solicita algún canal de cargo adicional como HBO, usted será responsable por los cargos resultantes.

(h) No estamos obligados a notificarle de cualquier oferta que le ofrezcamos a terceros, o reducir las tasas para igualar cualquier oferta.

(i) Usted deberá llamar nuestra atención a cualquier error en su factura dentro de los 30 días de la fecha de recibir la factura o si no renunciará a sus derechos (eso es, no será elegible) para recibir un descuento o reembolso.

(j) Ya que la reglamentación administrativa y los impuestos están sujetos a interpretación, tenemos discreción absoluta para decidir los cargos, impuestos y recargos que le carguemos. Usted renuncia (en otras palabras, no es elegible para

recibir) a la devolución de cualquier cargo que le cobremos y paguemos a cualquier agencia o dependencia del gobierno. Usted podrá recibir un listado de cargos, impuestos y recargos que cobremos de: Time Warner Cable, 7800 Crescent Executive Drive, Charlotte, North Carolina, 28217; Attention: Subscriber Tax Inquiries.

(k) Usted no puede acordar un pago en finiquito de cualquier cantidad adeudada mediante la inscripción de "pago final y total" o cualquier otro mensaje en su factura o cheque.

(l) Si usted nos provee una tarjeta de crédito o débito para el cobro o depósito y el emisor le emite una nueva tarjeta para la misma cuenta con fecha de vencimiento distinta, usted nos autoriza a poner al día nuestros records para reflejar la nueva fecha de vencimiento y a continuar usando dicha cuenta como anteriormente.

(m) Si algún tercero demanda legalmente a TWC basándose en su uso de los Servicios (por ejemplo, alegando robo o violación de derechos de autor por algo que usted haya publicado en el internet utilizando el Servicio HSD), usted nos indemnizará (en otras palabras, nos resarcirá) cualquier pérdida, incluyendo gastos razonables de abogado, que nosotros incurramos.

2. Sus Responsabilidades sobre el Equipo

(a) Usted nos permitirá entrar en su casa a instalar, proveer mantenimiento o reemplazar el Equipo y asegurarnos que nuestros Servicios están funcionando y siendo rendidos apropiadamente a usted y sus vecinos. Si usted deja de recibir Servicios de nosotros, usted puede dar por terminado estos derechos mediante entrega de notificación por adelantado de un año. Usted confirma que está autorizado a otorgar los derechos aludidos en este párrafo.

(b) Luego de que instalemos o removamos el Equipo o alambrado de su localidad, usted es responsable por cualquier arreglo o corrección cosmética que desee hacer. Seremos responsables de hacer dichos arreglos sólo si nosotros hicimos nuestro trabajo negligentemente y su propiedad sufrió daños por ello.

(c) Podemos cambiar el Equipo y la Programación a través de transferencias desde nuestro sistema o de alguna otra manera. Si tiene algún otro equipo de un tercero (por ejemplo, un equipo "Tru2way") conectado a su Equipo de Uso del Cliente, nosotros o el fabricante del equipo podrá de vez en cuando transferir programación al equipo, lo cual podrá resultar en cambios en su operación o funcionamiento.

(d) Usted no podrá mover el Equipo de Uso del Cliente a cualquier localidad que sea distinta a la localidad que inicialmente reciba los Servicios. Ésto será apropiado si usted se muda a una nueva localidad y continúa pagándonos por sus servicios. Usted no podrá remover ni alterar los logos u otra información de identificación (por ejemplo, números de serie) en el Equipo de Uso del Cliente.

(e) Usted nos tendrá que regresar el Equipo de Uso del Cliente en buenas condiciones cuando los Servicios terminen y, de no hacerlo, tenemos su autorización para recuperar el Equipo de Uso del Cliente de su localidad a su costo y cargo. Usted será responsable por los cargos aplicables hasta que recibamos el Equipo de Uso del Cliente. Si no recibimos el Equipo de Uso del Cliente dentro de un periodo razonable luego de que terminen los Servicios, tenemos el derecho de asumir que usted ha extraviado el Equipo de Uso del Cliente.

(f) Si el Equipo de Uso del Cliente es extraviado, robado o dañado, usted nos proveerá reembolso (en calidad de "daños líquidos") aún si no ha sido por su culpa. El monto por daños líquidos por nuestro Equipo de Uso del Cliente está disponible ante su solicitud de su oficina de TWC más cercana. Usted acuerda que el mecanismo de daños líquidos es razonable ante la dificultad que tendríamos para determinar el valor del Equipo de Uso del Cliente o las pérdidas que sufriríamos si algún tercero obtuviera acceso sin autorización al Equipo de Uso del Cliente que le proveemos.

(g) El Equipo de Uso del Cliente que le proveemos siempre nos pertenecerá. Esto incluye el Equipo de Uso del Cliente que sea perdido, robado o dañado y que usted nos reembolse por él. Si usted recupera Equipo de Uso del Cliente que hubiese sido perdido o robado y por el cual usted nos reembolsó durante el periodo del año anterior, usted nos regresará el Equipo de Uso del Cliente y le regresaremos el dinero que nos hubiese pagado.

3. Su Derecho de Usar Nuestros Servicios y Propiedad es Limitado

(a) Los servicios que proveemos y la manera de entregarlos podrá cambiar periódicamente, en parte gracias a nuestros esfuerzos de mejorarlos. Estos cambios pueden impactar los Servicios que usted reciba hoy, o podrá requerir que usted cambie su equipo o configuración, o tome en arriendo Equipo de Uso del Cliente nuevo o adicional de nosotros, para poder continuar recibiendo los beneficios de dichos Servicios. Si usted está bajo una promoción u otra oferta con el precio fijo por un periodo de tiempo, usted estará garantizado que será facturado el precio fijo durante el periodo especificado. Usted no estará garantizado que los Servicios que reciba (o que los requisitos de nuestro equipo o sistema) continuarán iguales.

(b) Los Servicios serán solamente para su uso razonable, personal, y que no sea comercial. Usted no proveerá los Servicios a cualquier persona que no sea parte o invitado a su casa, o a personas fuera de su localidad, ya sea con cargo o de gratis. Usted tomará precauciones razonables para evitar que otros tengan acceso a los Servicios. Por ejemplo, si usted usa un sistema de servicio inalámbrico en su hogar

para los Servicios, usted establecerá y usará una contraseña u otro modo similar para limitar el acceso para beneficio sólo de los miembros de su hogar.

(c) Si usted conscientemente obtiene acceso a Servicios por los cuales no haya pagado, o daña o altera nuestro Equipo (o utiliza equipo de terceros) para obtener Servicios por los cuales no haya pagado, usted estará en violación de este Contrato y posiblemente estará sujeto a daños dictados por las leyes, multas o encarcelamiento. Siempre podremos hacer valer nuestros derechos en caso de robo o manipulación de nuestros Servicios.

(d) Usted está solo autorizado a utilizar nuestra Programación y otra propiedad intelectual (por ejemplo, nuestro nombre y logo) según sea necesario para recibir nuestros Servicios.

(e) Llevaremos a cabo mantenimiento periódicamente el cual puede interrumpir los Servicios.

4. Información Especial para Suscriptores de Teléfono Casero Digital

(a) Nuestro módem de cable para servicio de Teléfono Casero Digital opera con energía eléctrica, y el servicio de Teléfono Casero Digital, incluyendo el servicio de seguridad para el hogar, puede que no opere en caso de una avería del servicio de energía eléctrica. En caso de una avería de energía eléctrica en su hogar y si su módem de cable está equipado con pilas, puede que le establezca servicio para crear una copia de seguridad por un periodo limitado de tiempo o puede que no lo haga, dependiendo de las circunstancias. Si su sistema local de TWC pierde energía o sufre otro problema de servicio, las pilas en su módem, si algunas, no le proveerán servicio para crear la copia de seguridad y el Teléfono Casero Digital no estará disponible.

(b) Si usted desea usar el Servicio de Teléfono Casero Digital con seguridad en el hogar o un sistema de monitoreo médico, usted será responsable de asegurar que éste funciona apropiadamente y por los costos para ello. Usted deberá de contactar al proveedor del sistema de seguridad al hogar y de monitoreo médico para corroborar la operación de su sistema con el Servicio de Teléfono Casero Digital.

(c) El módem de cable que le proveemos está conectado a la dirección de su Solicitud de Servicio. Si usted llama al 911, el personal de emergencia responderá a su dirección. Si mueve el módem de cable a otra dirección, el personal de emergencia no podrá localizarle si usted llama al 911.

(d) Si no cumplimos con los requisitos para el servicio de directorio telefónico (por ejemplo, listado del número incorrecto o listado de un número que solicitó confidencial), usted tendrá derecho a compensación bajo nuestra política o, si mayor, al monto prescrito por los requerimientos gubernamentales pertinentes. Favor de contactar la oficina de TWC más cercana para más información. Aparte de estos créditos, no tendremos responsabilidad adicional con relación a listados telefónicos.

(e) Para asegurar que su dirección está reflejada correctamente en el banco de datos 911 usualmente toma entre 24 y 120 horas desde el momento en que se suscribe al servicio de Teléfono Casero Digital. El servicio de 911 Superior (que incluye la información de su dirección) no estará disponible hasta tanto dichos bancos de datos reflejen la dirección actualizada.

5. Información para los Suscriptores HSD

(a) Nosotros puede que utilicemos Herramientas para el Manejo de Sistema para lograr que nuestros Servicios operen eficientemente.

(b) Cada nivel de Servicio HSD tiene una Velocidad Máxima de Transmisión, un Límite de Banda u otras características. Para mayor información, favor de revisar nuestra Política de Uso Aceptado o contrato con su oficina de TWC más cercana.

(c) Podemos establecer o cambiar la Velocidad Máxima de Transmisión, el Límite de Banda u otras características de cualquier nivel de Servicio HSD. Si lo hacemos, entonces puede que establezcamos condiciones adicionales para tratar con el uso que no sea consistente con el resultante nivel de Servicio HSD. Por ejemplo, si establecemos o cambiamos el Límite de Banda que aplica a su nivel de Servicio HSD y usted excede el límite, podemos suspender su Servicio HSD, reducir la Velocidad Máxima de Transmisión o cobrarle por su exceso de uso. Usted puede que necesite suscribirse a un nivel de Servicio HSD más costoso o pagar por banda adicional para evitar se le suspenda o haga más lento el Servicio HSD. Le notificaremos de cualquier nuevo o cambio de Límite de Banda (o cualquier reducción significativa en la Velocidad Máxima de Transmisión publicada anteriormente) para su nivel de Servicio HSD y cualquier disposición adicional.

(d) Puede que observemos los patrones de uso de banda y el cumplimiento con nuestro Contrato de Clientes.

(e) El Servicio HSD llegará a la Velocidad Máxima de Transmisión sólo en ocasiones pero no en manera garantizada o continua. La Velocidad de Transmisión que usted experimente en cualquier momento será afectada por una variedad de factores, incluyendo la naturaleza del Internet y sus protocolos, nuestras facilidades, la banda que dediquemos a la transportación de protocolo y sistema de información, la condición y configuración del equipo en su localidad, nuestro uso de las Herramientas del Manejo de Sistema, volumen de data, y la congestión de nuestro sistema y del Internet, el momento del día que usted esté usando el Servicio HSD, el rendimiento de

las páginas web que usted esté tratando de acceder, y la prioridad que le asignemos al tráfico de data de nuestros suscriptores comerciales.

(f) Si usted envía o presenta materiales vía el Servicio HSD, usted será responsable por el material y deberá confirmar que posee todos los derechos necesarios para ello. Usted nos concede, sin obligación de pago alguna, todos los derechos que necesitemos para completar su transmisión o presentación. Si determinamos que la transmisión o presentación viola nuestros Contratos de Clientes, podremos (pero no tendremos la obligación) de borrar los materiales, evitar el acceso a ellos o cancelar su cuenta.

(g) El Servicio HSD requiere el uso de un módem de cable. Le proveeremos el módem de cable o usted puede obtenerlo por su propia cuenta. Si usted usa un módem que nosotros no hubiésemos aprobado para uso con su Sistema TWC, el Servicio HSD puede que no funcione propiamente. Para un listado de módems aprobados por TWC, favor visite http://help.rr.com/HMSFaq/e_rr_modems.aspx.

(h) Su OLP puede que contenga uno o más contratos separados, políticas u otras disposiciones que cubran sus derechos y obligaciones relacionado al Servicio HSD (por ejemplo, acceso de llamada telefónica o inalámbrica a su correo electrónico OLP). Si su Servicio HSD terminase, usted deberá contactar su OLP para asegurar que los otros servicios serán continuados o descontinuados, según sea apropiado.

6. Material Objetable y Controles de los Padres

(a) Nuestros Servicios hacen disponible material que puede le sean ofensivo o no apropiado para miembros de su familia. TWC provee controles paternales y otras herramientas que pueden filtrar o limitar el acceso a cierta programación de videos o contenido del Internet. La disponibilidad y efectividad de estas herramientas pueden variar dependiendo de su equipo y programación.

(b) Los controles paternales para Internet pueden accederse en <http://www.rr.com/security>. Los controles paternales para programación de video generalmente requieren que usted arriende de nosotros una caja sobre el equipo. Para más información, por favor contacte su oficina de TWC más cercana.

(c) Aún si usted utiliza los controles paternales que le proveemos, su hogar puede estar expuesto a materiales que usted encuentre objetables.

7. Si Tiene Problema con los Servicios, Puede Tener Derecho a Reembolso

(a) Trataremos de corregir los problemas en el servicio causados por nuestro Equipo o Programación pero no estamos requeridos de instalar, proveer mantenimiento o reemplazar otro equipo o programación. Dependiendo de las circunstancias, le podemos cargar por llamadas de servicio. Para más información, contacte su oficina de TWC más cercana.

(b) TWC no tiene responsabilidad por interrupciones en el servicio excepto que, si usted pierde todo el Servicio de Video, HSD o Teléfono Casero Digital por más de 24 horas continuas y la causa de la avería estaba bajo nuestro control razonable, le proveeremos un crédito por dicho periodo si así lo solicita. Si usted sufre algún problema de servicio con una transacción VOD, le emitiremos un crédito por la cantidad de la compra VOD si así lo solicita. Todas las solicitudes de reembolso tendrán que ser efectuadas dentro de los 30 días siguientes a la factura emitida inmediatamente luego de la avería o problema de servicio.

(c) No tenemos obligación de compensarle por problemas de servicios que estén fuera de nuestro control razonable. Ejemplo de problemas de servicios fuera de nuestro control razonable incluyen los causados por tormentas y otros desastres naturales, vandalismo, terrorismo, reglamentación u otros actos del gobierno, fuego, desobediencia civil, averías de energía eléctrica, virus de computadoras o huelgas y levantamientos laborales.

(d) Las leyes regionales podrán imponer requisitos sobre reembolsos alternos con relación a algunos o todos los Servicios. Si este fuese el caso en su región, cumpliremos con dichas leyes.

(e) Nuestros Servicios puede que no funcionen con su equipo, programación o servicios que nosotros no le proveímos. Por ejemplo, algunas televisiones y grabadoras de video del tipo "lista para cable" o "lista para cable digital" puede no reciban o apoyen todos nuestros Servicios de Video aún si le proveemos con una CableCARD™ según lo recomiende el fabricante del equipo. Para recibir el beneficio total de nuestros Servicios, puede que tenga que alquilarnos Equipo para Uso de Clientes.

8. Puede que modifiquemos los Contratos de Clientes

(a) Puede que modifiquemos nuestros Contratos de Clientes mediante enmienda de la versión en el Internet del documento relevante. A menos que usted haya celebrado un Anexo que establezca un precio fijo por un periodo de tiempo (por ejemplo, un Anexo que Garantiza un Precio Fijo), podremos cambiar los precios por nuestros servicios o la manera en que le carguemos por ellos.

(b) Si continua utilizando los Servicios luego de cualquier cambio en nuestros Contratos de Clientes, precios o políticas, usted habrá aceptado los cambios (en otras palabras, los habrá hecho legalmente vinculantes). Si no está de acuerdo con los cambios, deberá contactar su oficina TWC más cercana para cancelar sus Servicios.

(c) Cualesquiera cambios a nuestros Contratos de Clientes serán aplicables sólo prospectivamente. En otras palabras, la versión enmendada del documento relevante sólo le aplicará a usted desde la fecha en que hagamos el cambio.

9. Podemos Hacer Valer Nuestros Contratos de Clientes

(a) Si creemos que usted ha incumplido nuestro Contrato de Cliente, tenemos el derecho de suspender o dar por terminado todos o cualquiera de los Servicios sin notificación previa.

(b) Nosotros no renunciaremos (en otras palabras, no damos por alto) cualquier derecho bajo nuestros Contratos de Clientes sólo porque no hemos hecho valer nuestros derechos. Para ser vinculante sobre nosotros, cualquier renuncia que otorguemos deberá ser por escrito. Si renunciemos a cualquier violación de nuestros Contratos de Clientes, no significa que hemos renunciado a nuestros derechos, incluyendo con respecto a incumplimientos previos o subsiguientes.

10. Nuestros Servicios no están Garantizados y Nuestra Responsabilidad es Limitada

(a) NUESTROS SERVICIOS NO ESTÁN GARANTIZADOS DE FUNCIONAR O ESTAR LIBRE DE ERRORES. LOS SERVICIOS SE PROVEEN "EN SU CONDICIÓN EXISTENTE" Y "SEGÚN DISPONIBLES" SIN GARANTÍA DE TIPO ALGUNO. ESTO INCLUYE "GARANTÍAS IMPLICADAS" (COMO LAS GARANTÍAS DE USO COMERCIAL O APROPIADO PARA UN OBJETIVO ESPECÍFICO). SI LA LEY DONDE USTED RESIDE ESTABLECE QUE NO PODEMOS EXCLUIR CIERTAS GARANTÍAS, ENTONCES DICHAS GARANTÍAS NO ESTARÁN EXCLUIDAS.

(b) EXCEPTO POR LOS CRÉDITOS POR EL SERVICIO DE LISTADO DE DIRECTORIO DESCRITOS EN LA CLÁUSULA 4 Y LOS CRÉDITOS POR INTERRUPTIÓN DE SERVICIOS DESCRITOS EN LA CLÁUSULA 7 DE ESTE CONTRATO, TWC NO SERÁ RESPONSABLE ANTE USTED POR CUALQUIER PÉRDIDA O DAÑO DE CUALQUIER TIPO EN BASE A INCUMPLIMIENTOS O SU RELACIÓN CON NOSOTROS, IRRESPECTIVAMENTE DE LA BASE DE SU RECLAMO. POR EJEMPLO, NO SOMOS RESPONSABLES ANTE USTED POR PÉRDIDAS O DAÑOS QUE RESULTEN DE SU USO O INHABILIDAD DE USAR LOS SERVICIOS (INCLUYENDO LOS SERVICIOS 911), EQUIPOS O PROGRAMACIÓN. EN NINGUN CASO TWC PODRÁ SER REQUERIDO QUE LE ACREDITE UNA CANTIDAD EN EXCESO DE SU CARGO POR SERVICIO POR EL MES DURANTE EL CUAL USTED SUFRIÓ LA PERDIDA O EL DAÑO.

(c) LOS SERVICIOS, EL EQUIPO Y LA PROGRAMACIÓN, Y LAS COMUNICACIONES QUE USTED ESTABLEZCA USANDOLOS, PUEDE QUE NO SEA SEGURA. USTED ES RESPONSABLE DE VELAR POR LA SEGURIDAD DE LAS COMUNICACIONES Y LOS DATOS. TWC NO SERÁ RESPONSABLE SI UN TERCERO ACCEDE A SUS SERVICIOS, EQUIPOS, COMUNICACIONES O DATOS.

(d) NUESTROS SERVICIOS, EQUIPO Y PROGRAMACIÓN PUEDE RESULTAR EN DAÑOS O PÉRDIDA A SUS PROPIOS SERVICIOS, EQUIPO, PROGRAMACIÓN Y DATOS. TWC NO ES RESPONSABLE POR CUALQUIERA DE DICHOS DAÑOS O PÉRDIDAS. POR EJEMPLO, PODEMOS, ANTE RECLAMACIÓN DEL MANUFACTURERO DE CUALQUIER APARATO DE TERCERO QUE USTED HAYA CONECTADO (O AUTORIZADO A TWC A CONNECTAR) A NUESTRO SISTEMA, INSTALAR PROGRAMACIÓN OBTENIDA ELECTRÓNICAMENTE A DICHO APARATO, CAMBIAR SUS CARACTERÍSTICAS Y FUNCIONES. TWC NO SERÁ RESPONSABLE POR DICHAS BAJADAS DE PROGRAMACIÓN O CUALQUIER PÉRDIDA O DAÑO QUE RESULTE.

11. Sus Derechos y Obligaciones sobre Privacidad

(a) Sus intereses en la privacidad, incluyendo su habilidad a limitar la divulgación de cierta información a terceros, puede ser considerada por, entre otras leyes, la Ley Federal de Comunicaciones del 1934, según enmendada, y la Ley de Privacidad en las Comunicaciones Electrónicas. Usted nos autoriza a recolectar, usar y divulgar su información personal según descrito en nuestra Notificación de Privacidad del Suscriptor.

(b) Es nuestra política entregarle a cada nuevo cliente nuestra Notificación de Privacidad del Suscriptor al momento de la instalación y proveerle a todos los clientes con nuestra Notificación de Privacidad del Suscriptor al menos anualmente. Usted puede obtener la Notificación de Privacidad del Suscriptor visitando <http://help.twcable.com/html/policies.html> o la oficina de TWC más cercana.

(c) Cuando usted o miembros de su hogar usen nuestras funciones interactivas, usted puede que nos provea o le provea a terceros su información personal. Para más información relacionada a la recolección, uso y la revelación de su información personal, vea nuestra Notificación de Privacidad del Suscriptor.

(d) TWC puede (pero no estará obligado a) revelar cualquier información que crea apropiada para proteger sus propios derechos, cumplir con las leyes, proteger su personal, propiedad y operaciones, o cuando éste crea que la seguridad de individuos o el público esté en peligro.

(e) Usted es responsable de proteger la información solicitada para acceder de manera segura la información de su cuenta y verificar solicitudes (por ejemplo, su número de seguro social o contraseña que le hubiésemos emitido). Si alguien más obtiene esta información (mediando ninguna falta nuestra), podremos asumir que

usted ha autorizado a dicha persona el uso de la información y podremos proveerle su información personal a esa persona como si fuese a usted.

12. Usted está de Acuerdo a ser Contactado por Teléfono y Correo Electrónico

(a) Podemos contactarle al teléfono que usted nos provea (o que nosotros le otorguemos) para cualquier propósito, incluyendo mercadeo de nuestros Servicios. Esto será cierto aún si su número estuviese incluido en la lista de "no-llamar." Sin embargo, si usted solicita que su número sea incluido en nuestra lista de "no-llamar," no le llamaremos a ese número para propósitos de mercadeo. Para incluir su número en nuestra lista de "no-llamar," favor contactar la oficina de TWC más cercana.

(b) Podemos contactarle mediante correo electrónico o mensajes de texto usando cualquier dirección que usted nos provea (o que nosotros le otorguemos) para cualquier propósito, incluyendo el mercadeo de nuestros Servicios. Usted será responsable por cualquier cargo (por ejemplo, cargos por el recibo de mensajes de texto en su teléfono celular). Si usted nos solicita incluir su dirección incluida en nuestra lista de "no-contactar-electrónicamente," no le enviaremos correos electrónicos o mensajes de texto para mercadeo a dicha dirección. Para incluir su dirección en nuestra lista de "no-contactar-electrónicamente," favor comunicarse con la oficina de TWC más cercana.

(c) Podemos utilizar el sistema automatizado de discado o voces artificiales o grabadas para llamarle.

13. Usted está de Acuerdo a ser Contactado Mediante el Uso de Notificaciones y Comunicaciones Electrónicas

(a) TWC le puede proveer notificaciones utilizando cualquier método que crea apropiado, incluyendo a través de medios electrónicos (por ejemplo, correo electrónico o mensajes vía Internet).

(b) Le podemos solicitar que provea su consentimiento y autorizaciones, incluyendo a través de medios electrónicos (por ejemplo, utilizando su control remoto para la compra de películas VOD, recibir información sobre productos de anunciantes o "ser incluido" en un estudio de consumidores), y tenemos derecho a asumir que cualquier consentimiento o autorización que recibamos a través de sus Servicios o de su localidad ha sido autorizado por usted.

14. Usted está Acordando a Limitar el Tiempo para Presentar Demanda

Usted renuncia (en otras palabras, rechaza) a sus derechos a comenzar cualquier reclamo contra TWC si los eventos relacionados hubiesen ocurrido más de un año previo. Este relevo no será válido, y el estatuto sobre prescripción de acciones en su región aplicará si usted notifica a TWC por escrito de los eventos que conllevaron a la causa de acción que sea materia del reclamo dentro de un año de su ocurrencia.

15. A Menos que Usted lo Rechace, Usted Está Acordando a la Resolución de Ciertas Disputas Mediante Arbitraje

(a) Nuestro objetivo es resolver las Disputas de manera justa y rápida. Sin embargo, si no podemos resolver una Disputa con usted, entonces, excepto se describe en el resto de esta cláusula 15, cada uno de nosotros acuerda someter la Disputa a la Asociación de Arbitraje Americana para resolución mediante las Reglas de Arbitraje Comercial o, de llegar a un acuerdo, a otra institución de arbitraje. Como alternativa, usted podrá perseguir su reclamo en la corte municipal de su región, si su reglamento así lo permite.

(b) Usted puede presentar reclamos sólo en su propio derecho, y no por cuenta de cualquier oficial u otra persona, o clase de personas. Sólo reclamos por daños monetarios pueden ser sometidos a arbitraje; reclamos para orden de interdicto u otros beneficios deberá ser sometido a un tribunal para adjudicación. Usted no podrá combinar un reclamo que esté sujeto a resolución mediante arbitraje bajo este Contrato con un reclamo que no esté sujeto a resolución mediante arbitraje bajo este Contrato. El árbitro decidirá si la disputa puede ser resuelta mediante arbitraje.

(c) El árbitro emitirá su decisión por escrito pero no incluirá una explicación sobre la decisión arbitral a menos que usted o TWC lo solicite. Cualquier decisión arbitral de sobre \$75,000 puede ser apelada ante un panel de tres árbitros nombrados por la misma institución que emitió la decisión original. Cualquier apelación deberá ser presentada dentro de los 30 días y la apelación será decidida, dejándose llevar por las reglas de apelación de dicha institución, dentro de los 120 días de la radicación.

(d) Antes de que usted inicie un procedimiento arbitral, usted podrá requerir que nosotros paguemos por su cuenta (1) los honorarios por la presentación del arbitraje (pero sólo por el monto que éstos excedan los costos de presentación de la corte municipal de su región) y (2) la porción de los gastos del árbitro por los cuales usted advendría normalmente responsable. Si TWC ganase el arbitraje, usted nos reembolsará dichos avances de fondos. TWC obviamente pagará cualesquiera honorarios o costos requeridos bajo las leyes de su región.

(e) Usted podrá decidir no participar en esta disposición sobre arbitraje en este contrato. Si así lo hiciera, entonces ni usted ni TWC podrá requerir a la contraparte que participe en un procedimiento de arbitraje. Para decidir no participar, usted deberá de notificar a TWC por escrito dentro de los 30 días de la fecha que usted primero estuvo obligado bajo esta disposición de arbitraje. Usted deberá utilizar una de estas direcciones para no participar:

Time Warner Cable
60 Columbus Circle, Rm 16-364
New York, NY 10023
Attn: Arbitration Opt-out

or
<http://www.timewarnercable.com/arbitrationoptout>

Usted deberá incluir su nombre, dirección y número de cuenta con TWC y una declaración clara que es su deseo no participar en la obligación de arbitraje de este Contrato.

(f) Si la prohibición contra un reclamo de clase y otros reclamos presentados a favor de terceros según se establece en Clausula 15(b) queda establecida que no es válida, entonces toda la Cláusula 15 será nula y no existente. Esta disposición sobre arbitraje sobrevivirá la terminación de sus Servicios.

16. Definiciones

(a) "Contrato" significa este Contrato de Servicios Residenciales al Suscriptor, según sea enmendado periódicamente.

(b) "Limitación de Banda" significa la cantidad total de transmisión de datos bajados o subidos al internet que un cliente de velocidad rápida puede recibir y enviar durante un periodo prescrito (por ejemplo, el periodo mensual de facturación).

(c) "Contratos de Clientes" se refiere a los contratos, notificaciones y políticas descritas en la introducción de este Contrato.

(d) "Equipo de Uso del Cliente" significa la caja de conversión, módem de cable, control remoto y otras piezas de equipo que nosotros le proveemos a usted para uso dentro de su localidad para recibir los Servicios (y los cuales usted deberá de regresarnos si el Servicio es cancelado).

(e) "Disputa" significa cualquier disputa, reclamo o controversia entre usted y TWC relacionada a cualquier aspecto de su relación con nosotros, incluyendo aquellos basados en eventos que ocurrieron previo a la fecha de este Contrato.

(f) "Equipo" significa Equipo de Uso del Cliente y otro equipo utilizado en conexión con los Servicios. Equipo no incluye el cableado en su localidad y no incluye su equipo (por ejemplo, su televisión o computadora).

(g) "Servicio HSD" y "Servicio de Datos de Velocidad Alta" significa nuestro servicio de banda amplia para Internet y servicios inalámbricos de datos al igual que cualquier servicio OLP que usted reciba a través de nuestros sistemas.

(h) "incluyendo" o "incluye" significa inclusión sin limitante alguna.

(i) "Velocidad Máxima de Transmisión" significa la Velocidad de Transmisión más alta que sea provista por su nivel o paquete de HSD o Servicio Inalámbrico de Datos, sin uso de nuestra función de Estímulo de Potencia. Nuestra función de Estímulo de Potencia puede proveer ráfagas de velocidad para bajar información a velocidades mayores y excedente a la Velocidad Máxima de Transmisión pero sólo durante la parte inicial de la bajada de información.

(j) "Herramientas de Manejo del Sistema" son las herramientas y técnicas que usamos para manejar nuestro sistema, asegurar una experiencia del usuario de calidad, y el cumplimiento con nuestra Política de Uso Aceptable. Ejemplos de algunas Herramientas de Manejo del Sistema pueden encontrarse en nuestra Política de Uso Aceptable. Vea <http://help.twcable.com/html/policies.html> o contacte la oficina de TWC más cercana.

(k) "OLP" o "Proveedor en-línea" significa un proveedor de servicios en-línea que usted puede comprar con nuestro servicio de banda ancha de Internet pero que no provee la conectividad básica al Internet.

(l) "Servicios" se refiere a los servicios que usted compre de nosotros. Éstos pueden incluir servicios de video, datos de alta velocidad, datos inalámbricos y Teléfono Casero Digital, al igual que servicios a base de equipo como el servicio DVR.

(m) "Programación" se refiere a la programación que le proveemos a usted en conjunto con los Servicios. Esto también incluye cualquier codificación de operación que nosotros le proveamos para uso en su Equipo.

(n) "Velocidad de Transmisión" se refiere a la velocidad a la cual los datos pueden ser transferidos entre su localidad y nuestras facilidades durante un periodo de tiempo específico. La velocidad de Transmisión que mencionamos en nuestro mercadeo y otros materiales se refiere a nuestra velocidad Máxima de Transmisión.

(o) "TWC" significa Time Warner Cable Inc. y los operadores locales que proveen nuestros Servicios, o cualquier operador de cable a quien le cedamos este Contrato.

(p) "Servicio de Video" se refiere a los Servicios de programación de video y/o audio que proveemos, incluyendo los ofrecimientos de VOD (Video en Demanda).

(q) "Solicitud de Servicios" significa las solicitudes de servicios o trabajo que identifican los Servicios que usted recibe. Usted fue provisto con su Solicitud de Servicio cuando nosotros iniciamos o proveímos nuestro último servicio a su cuenta, pero si requiere una copia, favor contactarse con la oficina de TWC más cercana.

17. Término del Contrato; Terminación del Servicio

- (a) Este Contrato continuará en efecto hasta que cualquiera de nosotros lo de por terminado.
- (b) Podemos dar por terminado su Servicio en cualquier momento por cualquier o ninguna razón.
- (c) Si usted desea dar por terminados los Servicios, usted deberá notificarnos y proveernos con oportunidad razonable para planear una visita a su localidad para desconectar los Servicios y recuperar nuestro Equipo.
- (d) Usted no puede dar por terminado los Servicios escribiendo "cancelado" o mediante cualquier otro mensaje en su cuenta o cheque.

18. Usted no Puede Transferir sus Derechos y Responsabilidades a Ningún Tercero

Excepto con nuestro consentimiento, usted no podrá transferir o ceder (en otras palabras, hacer a algún tercero responsable legalmente por) los Servicios, el Equipo de Uso del Cliente o sus obligaciones de cumplimiento con los Contratos de Clientes.

19. Que Sucede si la Ley en su Región Contradice Nuestros Contratos de Clientes

- (a) Nuestros Contratos de Clientes pueden estar sujetos a requerimientos legales que gobiernan donde usted vive. Si dicho requerimiento contradice nuestros Contratos de Clientes con respecto a uno o más Servicios, los requerimientos legales tendrán prioridad sobre la parte de nuestro Contrato de Clientes el cual está contradicho, pero sólo con respecto a la parte y sólo con respecto a los Servicios a los cuales dicho requerimiento aplica.
- (b) Si un tribunal o cuerpo similar determinase que una porción de un Contrato de Clientes es inválida o no se pueda hacer valer, el resto de este contrato permanecerá válido. La porción inválida o que no se puede hacer valer deberá de ser interpretada con apego según sea posible (consistente con las leyes de la región) para que se mantenga la fidelidad a la intención original del escrito. La única excepción a esto es la disposición de la Cláusula 15 en relación al Arbitraje.

20. Que Sucede si Hubiese un Conflicto entre nuestros Contratos de Clientes

- (a) Los Contratos de Clientes constituyen el contrato completo entre usted y TWC. Usted no tiene derecho a depender de cualquier acuerdo o decisión hecha por empleados de TWC aparte de los establecidos en el Contrato de Clientes.
- (b) Si le hemos provisto con una traducción en un idioma distinto al inglés de cualquiera de nuestros Contratos de Clientes, la versión en el idioma inglés del Contrato de Clientes gobernará su relación con TWC y controlará en el evento de cualquier conflicto. Una traducción es provista sólo como un simple acomodo de conveniencia.
- (c) En caso de un conflicto entre las disposiciones de este Contrato y su Solicitud de Servicios, las disposiciones de este Contrato serán controlantes.
- (d) En caso de un conflicto entre las disposiciones de este Contrato y las disposiciones de cualquier Anexo o las Disposiciones de Servicio, el Anexo o las Disposiciones de Servicio, según sea aplicable, será controlantes.

TIME WARNER CABLE WIRELESS DATA SERVICE

PLEASE READ THIS DOCUMENT AND YOUR WIRELESS DATA SERVICE ORDER CAREFULLY. TOGETHER, THEY FORM AN "ADDENDUM" TO THE RESIDENTIAL SERVICES SUBSCRIBER AND OTHER CUSTOMER AGREEMENTS THAT GOVERN YOUR USE OF THE TIME WARNER CABLE SERVICES, INCLUDING YOUR WIRELESS DATA SERVICE. THE ADDENDUM INCLUDES THESE AND OTHER IMPORTANT TERMS:

- THE WIRELESS DATA SERVICE PACKAGE YOU SUBSCRIBED TO;
- ANY OPTIONAL SERVICES YOU SUBSCRIBED TO;
- THE AMOUNT OF BANDWIDTH YOU CAN USE IN ANY BILLING CYCLE WITHOUT INCURRING ADDITIONAL CHARGES UNDER YOUR WIRELESS DATA SERVICE PACKAGE;
- THE CHARGES FOR BANDWIDTH USE ABOVE THAT PROVIDED UNDER YOUR PLAN;
- HOW LONG YOUR CONTRACT RUNS (MINIMUM SERVICE TERM); AND FEES, IF ANY, FOR EARLY TERMINATION.

You accept the Addendum (in other words, make it legally binding) when you Acknowledge receipt of the Wireless Data Service Order in writing or electronically; or Activate or use your Wireless Data Service.

Capitalized words used in the Addendum have special meanings. Unless the capitalized words are defined in the Addendum, they have the meanings given to them in the Residential Services Subscriber Agreement. Our website always contains the most current versions of our customer agreements, including this document. See <http://help.twcable.com/html/policies.html>.

1. A Minimum Term May Apply

- (a) Your service order indicates whether you have agreed to a minimum service term for your Wireless Data Service and, if so, the number of months in the term. YOU WILL BE SUBJECT TO AN EARLY TERMINATION FEE IF YOU CANCEL SERVICES BEFORE THE END OF THE MINIMUM SERVICE TERM (OR IF WE TERMINATE YOUR SERVICE EARLY FOR CAUSE UNDER THE AGREEMENT). The Early Termination Fee, which is noted on your service order, will decrease by \$7.50 for each month of the minimum service term that you complete.
- (b) If your Wireless Data Service plan does not include a minimum service term or, if it does and you reach the end of the minimum service term, your service term will be "month-to-month" and will not be subject to an Early Termination Fee if you cancel your service.
- (c) If your service term is month-to-month, TWC can change the price of your Wireless Data Service by providing you at least one billing cycle's notice of the change.

2. A Maximum Monthly Bandwidth Cap May Apply

- (a) Your service order indicates whether you are subject to a maximum bandwidth cap on your Wireless Data Service. The cap states the aggregate number of megabytes of data that you may send and receive using the Wireless Data Service in a single billing cycle. If your use of the Wireless Data Services exceeds the cap in any billing cycle, you will be subject to an additional per-megabyte charge. The amount of this charge appears on your service order.
- (b) You may track your usage by visiting www.timewarnercable.com/mobilemanager. Unused bandwidth in a given billing cycle does not "roll over" to future billing cycles.

3. TWC's Ability to Change these Terms

- (a) The Wireless Data Service Addendum forms part of your Time Warner Cable Residential Services Subscriber Agreement and the customer agreements referred to in that agreement. As a result, our customer agreements also apply to the Wireless Data Service. For example, as a Wireless Data Service user, you are subject to the same Acceptable Use Policies that apply to our High Speed Data Service. Our Acceptable Use Policies can be found at <http://help.twcable.com/html/policies.html>.
- (b) We may change our customer agreements, including this document, by amending the on-line version of the relevant terms.
- (c) If you continue to use the Wireless Data Service after any change in our customer agreements, including this document, you will have accepted the change (in other words, made it legally binding).

4. If You Want to Change or Cancel Service

- (a) If you cancel your Wireless Data Service, in addition to any applicable Early Termination Fee, you must pay for your use of the Service up until the date on which you cancelled, including charges for exceeding any bandwidth cap that applied to your account, and applicable taxes.
- (b) If, during the minimum service term, you decide to change to another TWC Wireless Data Service plan (for example, one with different rates or usage allowances) or to add additional services, such as international roaming, to your plan, then TWC has the right to restart the minimum service term from the beginning of the change in plan or addition of service.
- (c) If, during the minimum service term, TWC changes the terms of your Wireless Data Service and the changes are materially disadvantageous to you, you may terminate the Wireless Data Service without paying an Early Termination Fee by providing written notice to TWC within thirty (30) days of the effective date of the change.

5. Service Considerations

- (a) The Wireless Data Service is a non-commercial Service, offered for reasonable personal use only. You may not provide any person who is not a member of your household with access to the Wireless Data Service whether for a fee or otherwise. You agree to take reasonable precautions to prevent others from gaining unauthorized access to your Wireless Data Service.
- (b) If you use the Wireless Data Service outside of our network area, you may incur roaming charges for which you are responsible. We will use reasonable efforts to alert you (through the Wireless Data Service) when you are in a roaming area. Roaming charges will sometimes not appear on your billing statement for a period of up to several months after your out-of-network usage since we need to obtain and confirm information from the roaming carrier before we bill you.
- (c) Wireless devices use radio transmissions, so you may not be able to use your Wireless Data Service if your wireless device isn't in range of a transmission site. Even within a coverage area, there are many factors that may impact availability and quality of service, including network capacity, terrain, trees, placement of buildings and the characteristics of your wireless device and any device to which it is attached. Data delays and omissions may occur.

6. Equipment and Software Considerations; Provided "AS IS" without Warranties

- (a) The Wireless Data Service may require the installation and use of software created by Smith Micro Software, Inc. ("SMSI") and the use of a wireless device. TWC is not responsible for any damage or loss of data resulting from your use of such software or wireless device. SMSI has an end user license agreement ("EULA") that you will need to agree to when you initialize the software.
- (b) EXCEPT FOR ANY LIMITED WARRANTY PROVIDED BY THE ORIGINAL MANUFACTURER, WE PROVIDE THE WIRELESS DEVICES AND SOFTWARE TO YOU ON "AS IS" BASIS WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES WHATSOEVER, INCLUDING SO-CALLED "IMPLIED" WARRANTIES (SUCH AS WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE). FOR SO LONG AS YOU CONTINUE TO RECEIVE THE WIRELESS DATA SERVICE, WE WILL ADMINISTER THE ORIGINAL MANUFACTURER'S WARRANTY AS THE MANUFACTURER'S DESIGNATED REPRESENTATIVE. TERMINATION OF YOUR WIRELESS DATA SERVICE DOES NOT AFFECT THE ORIGINAL MANUFACTURER'S WARRANTY, ONLY OUR ADMINISTRATION OF IT. A COPY OF THE ORIGINAL MANUFACTURER'S WARRANTY IS AVAILABLE FOR INSPECTION BEFORE SALE AT OUR WEB SITE OR UPON YOUR WRITTEN REQUEST. OTHER THAN THE ADMINISTRATION OF ANY WARRANTY PROVIDED BY THE ORIGINAL MANUFACTURER, TWC PROVIDES NO WARRANTIES WITH RESPECT TO ANY WIRELESS DEVICE OR SOFTWARE THAT WE PROVIDE TO YOU IN CONNECTION WITH THE WIRELESS DATA SERVICE.
- (c) If your wireless device is lost or stolen, it is very important that you notify us immediately so that we can suspend your service to prevent unauthorized use of your Wireless Data Service. However, until you report the loss or theft of your wireless device, we are entitled to assume that any use of the device is authorized by you and you agree to be responsible for any such use and associated charges.

7. Termination of Wireless Data Services

- (a) If you cancel your Wireless Data Service (or if TWC terminates your service for good cause), TWC has the right to delete any voicemails, text messages or other data of yours that resides on TWC's or its suppliers' systems.

8. Conflicts

- (a) In the event of a conflict between the terms of the Addendum and other documents that govern your use of our Services, the terms of the Addendum shall control but only with respect to the Wireless Data Service.
- (b) In the event of a conflict between the terms of the Addendum and the SMSI EULA, the terms of SMSI's EULA shall control with respect to the SMSI software.

